

These covenants, limitations, and restrictions are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 2000, at which time said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods unless by a vote of the majority of the then owners of the lots in this subdivision it is agreed to change said covenants in whole or in part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants, limitations, or restrictions herein, it shall be lawful for any person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation, or restriction and either to prevent him or them from doing so or to recover damages or dues for such court violations. Invalidation of any of these covenants, limitations or restrictions by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

1. All construction on any lot in this subdivision must be approved by the proper building authority and be in compliance with the existing building codes for commercial construction for the area.
2. All water and sewer connections must be approved by the proper authority.
3. Easements for the utilities are shown on the plat and all building set backs for commercial subdivision will apply.
4. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No buildings shall be used for a residence either temporarily or permanently.
5. No lot shall be used or maintained as a dumping ground for rubbish. Trash garbage, or other waste garbage shall not be kept, except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. The developers of the subdivision reserve the right to review the plans of any structure that is to be built on any lot. These plans should including the buildings, landscaping, signs, fencing, parking areas and walks. The developers of the subdivision must approve or disapprove, in writing, within (30) days the plans submitted. If the lot owner whose plans are to be approved does not receive this written approval or disapproval within (30) days, the lot owner will deem the plans approved and proceed with construction. When the developers of the subdivision ceases to own a lot in the subdivision, they may choose to appoint an Architectural Control Committee to review the plans for the construction in the subdivision.
7. Lot 1A is subject to an easement for purposes of ingress and egress to lots 1B and 1C. Said easement shall be along that area designated on this plat and shall connect Mid South Drive and Highway 305.

#### OWNERS CERTIFICATE

ACH, A TENNESSEE JOINT VENTURE AND UNITED AMERICAN BANK OWNERS OR MORTGAGE HOLDERS OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND HEREBY CERTIFY THAT WE ARE THE OWNERS OR MORTGAGE HOLDERS OF THE PROPERTY HEREON. WE DESIGNATE THE ROUTE OF WAYS FOR THE ROADS AS SHOWN ON THE PLAT TO THE CITY OF OLIVE BRANCH AND TO THE PUBLIC HIGHWAY AND RESERVE THE BENEFIT EASEMENTS AS SHOWN ON THE PLAT FOR THE PUBLIC HIGHWAY.

19 DAY OF March, 1994  
Jimmy L. Chancellor  
JIMMY L. CHANCELLOR  
PARTNER, ACH JOINT VENTURE

Jimmy L. Chancellor  
JIMMY L. CHANCELLOR  
PARTNER, ACH JOINT VENTURE

STATE OF TENNESSEE COUNTY OF SHELBY

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY AND STATE AFORESAID JIMMY L. CHANCELLOR AS PARTNER OF ACH, A TENNESSEE JOINT VENTURE WHO ACKNOWLEDGED THAT FOR AND ON BEHALF OF SAID JOINT VENTURE AS PARTNER HE SIGNED, SEALED, AND DELIVERED SAID INSTRUMENT, AS ITS FREE ACT AND DEED, HE FIRST BEING DULY QUALIFIED AND ACKNOWLEDGED SO TO DO. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 19 DAY OF March, 1994.

Sept. 12, 1996  
MY COMMISSION EXPIRES

William R. Moore  
NOTARY PUBLIC

STATE OF TENNESSEE COUNTY OF SHELBY

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, IN AND FOR SAID COUNTY AND STATE AFORESAID JIMMY L. CHANCELLOR AS PARTNER OF ACH, A TENNESSEE JOINT VENTURE WHO ACKNOWLEDGED THAT FOR AND ON BEHALF OF SAID JOINT VENTURE AS PARTNER HE SIGNED, SEALED, AND DELIVERED SAID INSTRUMENT, AS ITS FREE ACT AND DEED, HE FIRST BEING DULY QUALIFIED AND ACKNOWLEDGED SO TO DO. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE 21 DAY OF March, 1994.

Candy R. Shuler  
NOTARY PUBLIC

My Commission Expires October 21, 1997  
MY COMMISSION EXPIRES

#### CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY WITHIN THE SUBDIVISION AND THAT IT REPRESENTS THAT SURVEY.

Joseph F. Lauderdale  
JOSEPH F. LAUDERDALE

APPROVED BY THE OLIVE BRANCH PLANNING COMMISSION ON THE 13 DAY OF May, 1993

Frank Young  
Secretary

APPROVED BY THE OLIVE BRANCH MAYOR AND BOARD OF ALDERMEN ON THE 18 DAY OF May, 1993

Lydia Perry  
CITY CLERK

Mayor  
MAYOR

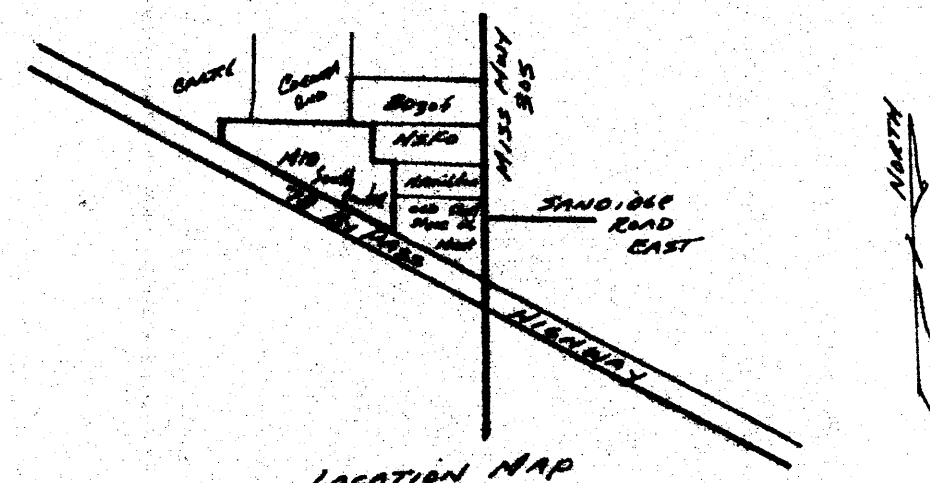
STATE OF MISSISSIPPI COUNTY OF DESOTO

I HEREBY CERTIFY THAT THIS PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10 O'CLOCK A M. ON THE 30 DAY OF March, 1994, AND WAS IMMEDIATELY RECORDED IN PLAT BOOK 46 ON PAGE 2.

To E. Davis, Chancery Clerk  
CHANCERY COURT CLERK

I HEREBY CERTIFY THAT THIS PLAT HEREON WAS FILED FOR RECORD IN MY OFFICE AT 0 O'CLOCK M. ON THE DAY OF 199, AND WAS IMMEDIATELY RECORDED IN PLAT BOOK ON PAGE.

CITY CLERK

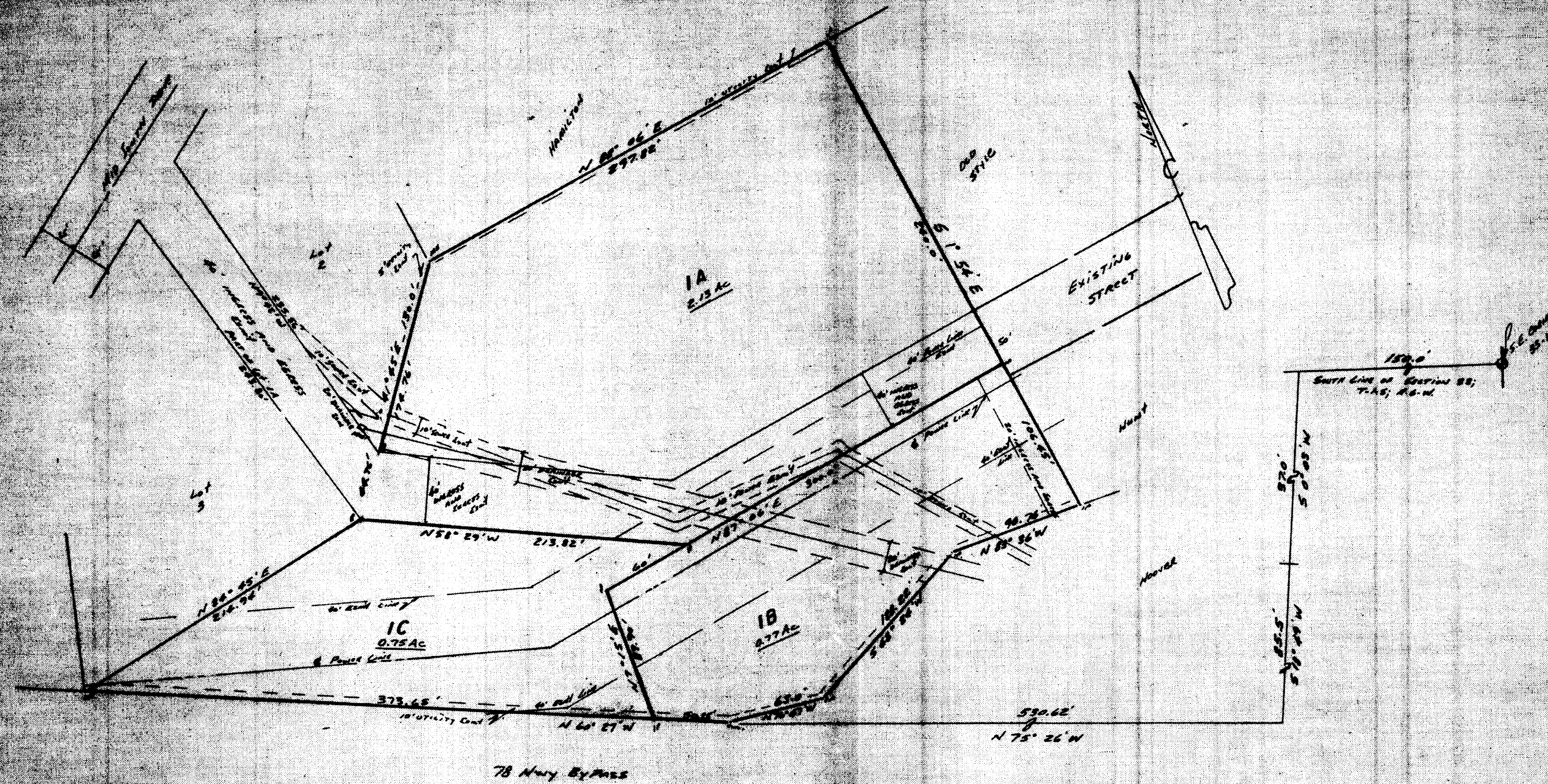


MID SOUTH CENTER  
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST  
CITY OF OLIVE BRANCH, DESOTO COUNTY, MS.

ZONED C-2  
SCALE: 1"=50' J.F. LAUDERDALE  
MARCH, 1994 L.S.  
MISS. NO. 2214

PAGE 1





NOTE: LOT 1A is subject to an easement for purposes of ingress and egress to lots 1B and 1C. Said easement shall be along that area designated on this plat and shall connect Mid South Drive and Highway 305.

All the utility easements and drainage easements for existing utilities are measured from the centerline of the existing utilities and should be verified in the field before construction of any building.

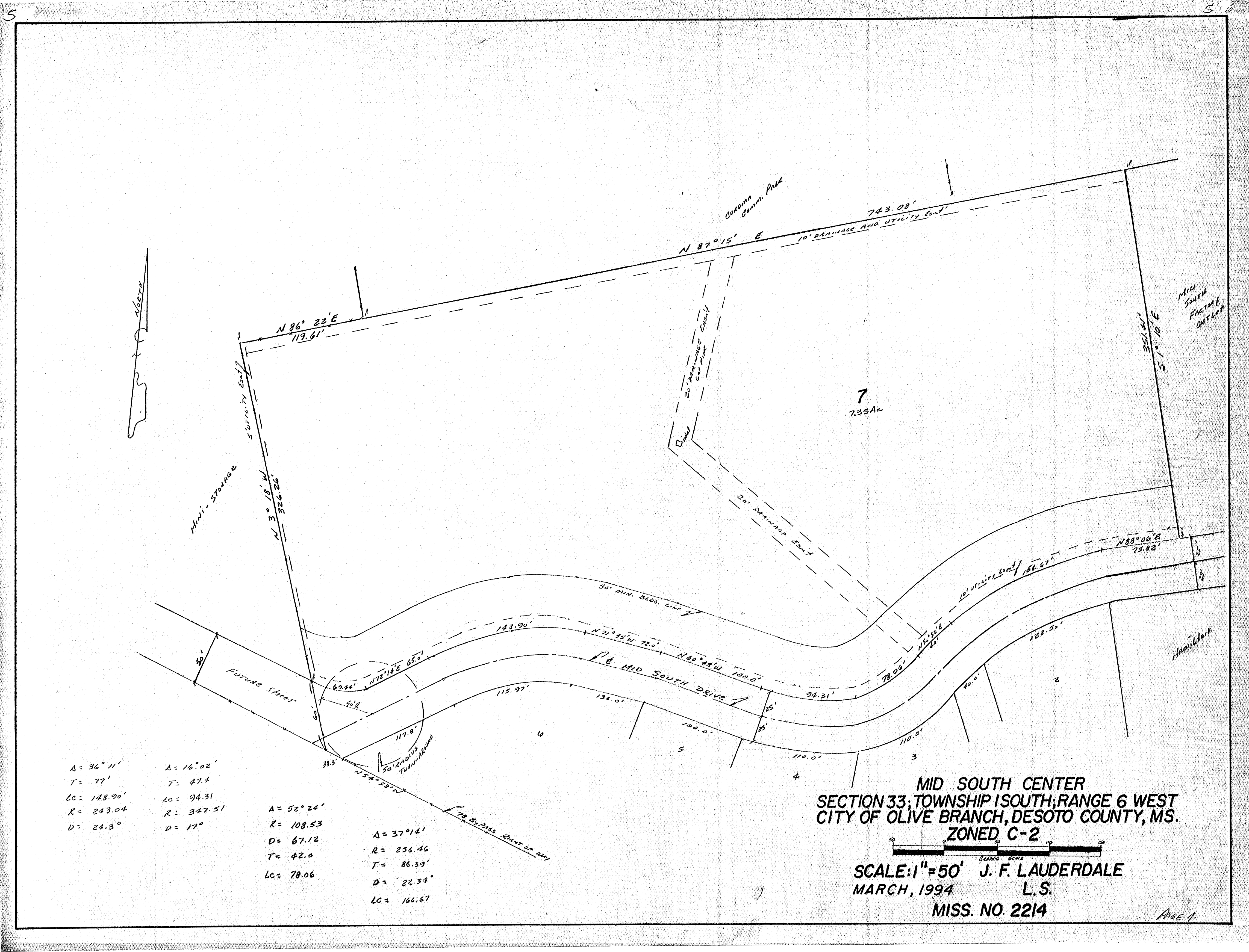
MID SOUTH CENTER  
SECTION 33, TOWNSHIP 18 SOUTH, RANGE 6 WEST  
CITY OF OLIVE BRANCH, DESOTO COUNTY, MS  
ZONED C-2

SCALE 1" = 60' J. E. LAUDERDALE  
L.S.  
MARCH, 1994  
MISS. NO. 2214









$\Delta = 36^{\circ} 11'$	$\Delta = 16^{\circ} 02'$	$\Delta = 52^{\circ} 24'$	$\Delta = 37^{\circ} 14'$
$T = 77'$	$T = 47.4$	$R = 108.53$	$R = 256.46$
$LC = 148.90'$	$LC = 94.31$	$D = 67.12$	$T = 86.39'$
$R = 243.04$	$R = 347.51$	$T = 42.0$	$D = 22.34'$
$D = 24.3^{\circ}$	$D = 17^{\circ}$	$LC = 78.06$	$LC = 166.67$

MID SOUTH CENTER  
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST  
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Page 4